

Contract Name: Poison Stewardship

K-C.3.0.1# - CUTTING UNIT BOUNDARIES (11/2006)

The boundaries of cutting units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Cutting Unit Boundary Designation Table

K-C.3.0.1# - CUTTING UNIT BOUNDARIES. (11/06)Cutting Unit Boundary Designation Table

Cutting Unit	Paint Color	Designation
All	ORANGE with Tracer	ORANGE streaks of paint on three
		sides of the boundary unit tree
		extending to a height of four feet
		or more. The middle streak of
		paint faces the interior of the
		cutting unit.

K-C.3.5.1# - DESIGNATION BY SPACING (09/2004)

Within Subdivisions or cutting unit(s) 7, 10, 12, 25, 28, 35, as shown on Sale Area Map, all Lodgepole Pine and Other Conifer Species trees, except trees Marked with ORANGE paint or described to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

(a) The required spacing is a maximum average of 16 feet. The tree is within 8 feet of a Lodgepole Pine and Other Conifer Species tree that has a larger stump diameter than it; and the larger tree is not designated for cutting.

(b) The tree is within 8 feet of a Lodgepole Pine and Other Conifer Species tree greater than or equal to 20 inches stump diameter; and this tree is not designated for cutting.

(c) The tree is Marked with BLUE paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark at stump height in a horizontal plane and is the average of a measurement across the short axis through the true center of the stump and a second measurement at right angles to the short axis.

All ASPEN shall be left as leave trees, unless Marked with BLUE paint. No tree greater than or equal to N/A inches stump diameter shall be cut, unless Marked with N/A paint. Cutting unit boundaries and other trees that shall be left uncut are Marked with ORANGE paint.

Contractor and Forest Service shall agree to skid trail location under G.4.2.2. Skid trails shall be no greater than N/A feet wide with a N/A foot spacing.

K-C.3.5.2.1# - DESIGNATION BY SPECIES AND DIAMETER (11/2007)

Trees that meet Utilization Standards are designated for cutting, as shown on the Tree Designation Table and Contract Area Map, except trees Marked with ORANGE paint or described to be left uncut.

See Tree Designation Table

Additional trees to be cut, if any, are Marked with BLUE paint.

All N/A shall be left as leave trees, unless Marked with N/A paint. Leave N/A trees of the designated cut species, N/A inches stump diameter or greater, to avoid leave tree spacing greater than N/A feet. Cutting unit boundaries and other trees that shall be left uncut are Marked with ORANGE paint.

Stump diameter is measured outside bark at 6 inches above ground on the uphill side of the tree and may be measured using a diameter tape (diameter equivalent of circumference), or caliper according to standard measurement procedures in use by the Forest Service.

K-C.3.5.2.1# – DESIGNATION BY SPECIES AND DIAMETER. (11/07)

Tree Designation Table

Subdivision(s) or Cutting Unit(s)	Designated Species	More than Stump Diameter (inches)	Less than Stump Diameter (inches)
1	ALL CONIFER AND ASPEN	6"	N/A
42,43,44,45,46,47,49	ALL CONIFER	6"	N/A

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K-C.3.5.7# - INDIVIDUAL TREES (CUT TREE MARKING) (11/2006)

Notwithstanding C.3.5, individual trees are designated for cutting only if marked above and below stump height as show in the table below:

See Cut Tree Marking Table

K-C.3.5.7# - INDIVIDUAL TREES (CUT TREE MARKING). (11/06)

Cut Tree Marking Table

Cutting Unit	Paint Color
6,27,34,38,41	BLUE with Tracer

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K-E.3.1# - BLANKET BOND (11/2006)

If Contractor furnishes an acceptable bond or deposits securities, in accordance with E.3, to guarantee payment for timber from this and other timber contracts within the same Contracting Zone, the amount of such bond or deposited securities shall be allocated to such contracts by Forest Service. When there is to be no timber cutting hereunder for 30 calendar days or more and payment of current charges has been made, the allocation to this contract shall be reallocated to other contracts at Contractor's request, and Contractor shall not start cutting hereunder until this contract receives an allocation which will meet the obligation for payment guarantee.

A Contracting Zone as stated in this provision contains the following National Forests:

Contracting Zone	National Forests
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NZ	Bighorn National Forest
NZ	Medicine Bow-Routt National Forest
NZ	Arapaho/Roosevelt National Forest
NZ	Shoshone National Forest
NZ	White River National Forest

K-E.4 - PAYMENTS NOT RECEIVED (08/2012)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Contractor's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal, road maintenance, and contract scaling deposits;
- (ii) Cooperative work at rates established by specific agreement under E.2.1.8;
- (iii) Damages pursuant to J.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to E.2.2;
- (vi) Periodic payments pursuant to E.2.1.3;
- (vii) Extension Deposits pursuant to E.2.1.7; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under J.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

- (i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.
- (ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.
- (iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).
- (iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Contractor's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Contractor's Operations, and administrative offset, shall be stayed for so long as:

- (i) A bona fide dispute exists as to Contractor's obligation to make such payment and
- (ii) Contractor files and prosecutes a timely Claim.

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K-F.1.2# - USE OF ROADS BY CONTRACTOR (09/2004)

Contractor's use of existing roads identified on Contract Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by Forest Service to inform the public of use restrictions. Contractor's use of roads coded R, A, or W shall be in accordance with the following restrictions:

See Restricted Road List Table.

K-F.1.2# - USE OF ROADS BY CONTRACTOR. (9/04)Restricted Road List

Road Number	Road Name	Termini		Map	Description of Restrictions
		From	To	Legend	
481	Lower Poison Creek	Unit 1	County Road 3	X	Hauling prohibited
484	Hazleton Peak	MP 3.4	End	X	Hauling prohibited
485	Dry Poison Circle	MP 1.2	End	X	Hauling prohibited
486	Mud Poison	MP 0.3	End	X	Hauling prohibited
533322	Oh-Bla-De-Bla-Da	MP 0.1	MP 0.15	U	Unsuitable for hauling
533324	Poison Circle	MP 0.4	MP end	X	Hauling prohibited

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K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

K-F.3.1# – ROAD MAINTENANCE REQUIREMENTS. (9/04)**Contract Road Maintenance Requirements Summary**

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications							
	From	To		T800	T803	T805					
533324	0	0.4	0.4		C	C					
533325	0	0.2	0.2		C	C					

C = Contractor Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications							
	From	To		T800	T803	T805					
481	0	1.8	1.8		C	C					
484	0	3.4	3.4		C	C					
485	0	1.2	1.2		C	C					
533322	0	0.1	0.1		C	C					
533324	0	0.4	0.4		C	C					
533325	0	0.2	0.2		C	C					

C = Contractor Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications							
	From	To		T800	T803	T805					
481	0	1.8	1.8		C	C					
484	0	3.4	3.4		C	C					
485	0	1.2	1.2		C	C					
486	0	0.3	0.3		C	C					
533322	0	0.2	0.2		C	C					
533324	0	0.4	0.4		C	C					
533325	0	0.2	0.2		C	C					

C = Contractor Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Road Maintenance T-Specifications

To be used with Timber Sale Contract Form 2400-13, K-F.3.1#

No.	Specification Title
T-800	Definitions
T-803	Surface Blading
T-805	Drainage Structures

SPECIFICATION T-800 DEFINITIONS

Wherever the following terms or pronouns are used in Specifications T-801 through T-811, the intent and meaning shall be interpreted as follows:

800-1.1 - Agreement. Maintenance projects require a mutually acceptable method to resolve the problems which arise when incompatible situations arise between drawings and specifications and actual conditions on the ground to allow orderly and satisfactory progress of the maintenance.

These specifications have been developed in anticipation of those problem areas and have provided that such changes will be by Agreement.

It is intended that drawings and specifications will govern unless "on-the-ground" conditions warrant otherwise, when specifications call for "Agreement", "agreed", or "approval" such Agreement or approval shall be promptly confirmed in writing.

800-1.2 - Annual Road Maintenance Plan. A plan prepared by various users of one or several roads. The plan is an Agreement on maintenance responsibilities to be performed for the coming year.

800-1.3 - Base Course. Material used to reinforce Subgrade or, as shown on drawings, placed on Subgrade to distribute wheel loads.

800-1.4 - Berm. Curb or dike constructed to prevent Roadway runoff water from discharging onto embankment slope.

800-1.5 - Borrow. Select Material taken from designated borrow sites.

800-1.6 - Crown, Inslope, and Outslope. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

800-1.7 - Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

800-1.8 - Drainage Dip. A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.

800-1.9 - Drainage Structures. Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains, downpipes, and the like.

800-1.10 - Dust Abatement Plan. A table which lists the road, dust palliative, application rates, and estimated number of subsequent applications.

800-1.11 - Lead-off Ditches. A ditch used to transmit water from a Drainage Structure or Drainage Dip outlet to the natural drainage area.

800-1.12 - Material. Any substances specified for use in the performance of the work.

800-1.13 - Prehaul Maintenance. Road maintenance work which must be accomplished to maintain the roads to a satisfactory condition commensurate with the Purchaser's use, provided Purchaser's Operations do not damage improvements under B6.22 or National Forest resources and hauling can be done safely. This work will be shown in the Annual Road Maintenance Plan as provided in C5.31#.

Prehaul Maintenance work the Purchaser elects to perform will be in compliance with the Road Maintenance T-Specifications.

800-1.14 - Roadbed. The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.

800-1.15 - Road Maintenance Plan. A table which shows applicable road maintenance specifications to be performed by Purchaser on specific roads.

800-1.16 - Roadside. A general term denoting the area adjoining the outer edge of the Roadway.

800-1.17 - Roadway. The portion of a road within the limits of excavation and embankment.

800-1.18 - Shoulder. That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of base and Surface Course, if any.

800-1.19 - Slide. A concentrated deposit of Materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated ravelling.

800-1.20 - Slough. Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.

800-1.21 - Slump. A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.

800-1.22 - Special Project Specifications. Specifications which detail conditions and requirements peculiar to the individual project.

800-1.23 - Subgrade. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

800-1.24 - Surface Course. The Material placed on Base Course or Subgrade primarily to resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

800-1.25 - Surface Treatment Plan. A table which lists the roads and surface treatments to be applied.

800-1.26 - Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.

800-1.27 - Turnouts. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.

800-1.28 - Water Source. A place designated on the Road Maintenance Map for acquiring water for road maintenance purposes.

800-1.29 - Waterbar. A dip in the Roadbed which intercepts surface runoff and diverts the water off the Roadway. A Waterbar is not designed to be traversable by logging trucks.

SPECIFICATION T-803 SURFACE BLADING

DESCRIPTION

1.1 Surface blading is keeping a native or aggregate Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning bridge decks, Drainage Dips, and Lead-off Ditches.

REQUIREMENTS

3.1 Surface blading shall be performed before, during, and after Purchaser's use as often as necessary to facilitate traffic and proper drainage.

3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a free-draining state and to a smoothness needed to facilitate traffic. Surface Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to prevent the loss of surface Material and to provide for a thorough mixing of the Material being worked.

3.3 Water, taken from Water Sources designated on Sale Area Map, shall be applied during blading if sufficient moisture is not present to cut, mix, or compact the surface Material.

3.4 On native surfaced roads, Material generated from backslope Sloughing, and ditch cleaning may be blended with the surface Material being worked. On aggregate surfaced roads this Material shall not be blended with Surface or Base Course Material unless agreed otherwise.

3.5 Roadway backslopes or Berms shall not be undercut, nor shall new Berms be established unless agreed otherwise.

Berms shall be repaired by placing Material, as needed to restore the Berm, to reasonably blend with existing line, grade, and cross-section.

3.6 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to reasonably blend with existing line, grade, and cross-section.

3.7 Intersecting roads shall be bladed for a distance of 50 feet to assure proper blending of the two riding surfaces.

3.8 Rocks or other Material remaining on the Traveled Way after the final pass that are larger than 4 inches in diameter or are larger than the maximum size of imported surfacing shall be removed from the Traveled Way. Unless otherwise designated by the Forest Service, the oversized Material shall be disposed of by sidecasting. Sidecasting into streams, lakes, or water courses will not be permitted.

3.9 Material resulting from work under this specification shall not remain on or in structures, such as Culverts, overside drains, cattleguards, ditches, Drainage Dips, and the like.

3.10 Material resulting from work under this specification, plus any accumulated debris, shall be removed from bridge decks and the deck drains opened.

SPECIFICATION T-805 DRAINAGE STRUCTURES

DESCRIPTION

1.1 This work consists of maintaining Drainage Structures and related items such as inlet and outlet channels, existing riprap, trash racks, and drop inlets.

MATERIALS

2.1 All Materials used in the maintenance of Drainage Structures shall conform by type and specification to the Material in the structure being maintained.

REQUIREMENTS

3.1 Drainage Structures and related items shall be cleared of all foreign Material which has been deposited above the bottom of the structure and all vegetative growth which interferes with the flow pattern. Material removed that cannot be incorporated into maintenance work shall be hauled to a disposal site designated by the Forest Service.

3.2 If outlet or inlet riprap was installed by Purchaser as a construction item or existed prior to Purchaser's haul, it shall be maintained in good condition including the replacement of riprap if necessary to previous line, grade, and cross-section.

3.3 Perform maintenance to insure the proper functioning of the head walls, aprons, inlet assemblies, overside drains, riprap, trash racks, and other facilities related to the Drainage Structure.

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K-F.3.4# - OBLITERATION OF TEMPORARY ROADS, SKID TRAILS AND LANDINGS (11/2006)

Unless otherwise agreed in writing, temporary roads, skid trails, and landings associated with the cutting unit(s) listed in the following table shall be obliterated using the method described below:

See Obliteration Table.

K-F.3.4# – OBLITERATION OF TEMPORARY ROADS, SKID TRAILS AND LANDINGS. (11/06)

Cutting Unit(s)	Type of Facility	Closure Method
All	Temporary Roads	Rip to depth of 8 inches, scatter wood/rock debris on the road for first 100 feet and seed in accordance with K-G.6.0.1#

K-F.3.6# - SNOW REMOVAL (11/2006)

Snow removal shall be done in a manner to preserve and protect the roads to insure safe and efficient transportation and to prevent unacceptable erosion damage to roads, streams, and adjacent lands.

A. Description. Snow removal work by Contractor shall include:

1. Removal of snow from entire road surface width including turnouts.
2. Removal of snow slides, minor earth slides, fallen timber and boulders that obstruct normal road surface width including turnouts.
3. Maintain drainage so that the drainage system will function efficiently.

B. Performance. All items of snow removal shall be done currently as necessary to insure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance.

1. Removal of material. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
2. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
3. Ditches and culverts shall be kept functional during and following roadway use.
4. Snow berms shall not be left on the road surface. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.
5. Dozers and skidders shall not be used to plow snow on system roads without written approval of Forest Service. Upon approval, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of 3 inches above the road surface unless specifically removed from the requirements in writing.
6. Snow must not be removed to the road surface. A minimum 3 inch depth must be left to protect the roadway.
7. Contractor's damage from, or as a result of, snow removal shall be restored in a timely manner.

K-G.2.2.3 - PROTECTION OF FENCES (11/2006)

Unless otherwise agreed to in writing, all fences, as designated on Contract Area Map, which are required to be cut because of temporary road construction, skid road construction, or other logging activities, shall not be cut until the fence has first been "line braced" or "fence braced," to prevent loss of tension, on both sides of the wire span or series of short spans to be cut.

The Contractor shall install temporary cattleguards in accordance with attached plans at each location where the fence is cut for temporary road access unless otherwise approved in writing by Forest Service. All fences will be restored promptly after logging to the condition existing immediately prior to logging. Fence repair will be kept current with logging operations.

K-G.6# - EROSION PREVENTION AND CONTROL (11/2006)

A. Contractor shall locate Temporary Roads on locations approved by the Forest Service. Such location shall include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.

B. Skidding with tractors within 100 feet of live streams shall not be permitted except in places designated in advance by Forest Service, and in no event shall skid roads be located in live or intermittent streamcourses. Skid trails shall be located high enough out of draws, swales, and valley bottoms to permit diversion of runoff water to natural undisturbed forest ground cover.

C. Prior to periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, Contractor shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

D. Temporary Road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, Temporary Road surface width equal to track width plus tail swing shall be permitted.

E. Unless otherwise agreed in writing, Contractor shall keep erosion control work current with his operations under the sale and in any case not later than 15 days after completion of skidding on each payment unit or cutting unit.

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K-G.6.0.1# - EROSION CONTROL SEEDING (11/2006)

Following completion of skidding and yarding operations in an area, Contractor shall seed and fertilize all exposed areas of raw soil as designated by the Forest Service on skid trails, landings, firebreaks, slides, slumps, Temporary Roads and traveled ways of Specified Roads N/A following closure specified in K-F.4.1#. Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed. Scarification of traveled ways on Specified Roads listed above shall be to a minimum depth of N/A inches and a maximum depth of N/A inches.

Seed and fertilizer shall be spread evenly at the rate of 21 pounds of seed and N/A pounds of fertilizer per acre.

When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first.

Seeding shall be done during the period September 1 to June 15 and under the above specified conditions unless otherwise approved.

The kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

See Seed Application Table

All seed purchased will be certified to be free of the noxious weed seeds from weeds listed on the current "All States Noxious Weeds List." Test results from a certified seed analyst and seed analysis labels attached to the bags will be provided to the Forest Service.

The following kinds and amounts of standard commercial fertilizer shall be used with guaranteed analysis of contents clearly marked on containers:

See Fertilizer Application Table

K-G.6.0.1# - EROSION CONTROL SEEDING. (11/06)

Seed Application Table

<u>Common Name</u>	<u>Species/Variety</u>	<u>% of Mix by Species</u>	<u>PLS Pounds Per Acre</u>
Mountain Brome	Bromus marqinatus var Bromar	38%	8
Big Bluegrass	Poa ampla var. Sherman	5%	1
Green Needlegrass	Stipa viridula	19%	4
Slender Wheatgrass	Agropyron trachycaulum Var. Pryor	19%	4
Thickspike Wheatgrass	Agropyron dasystachyum	19%	4
TOTAL		100%	21.0 lb

Fertilizer Application Table

<u>Type of Fertilizer</u>	<u>Pounds Per Acre</u>
N/A	N/A

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K-G.7# - SLASH TREATMENT (11/2006)

Slash is defined as logs, tops, limbs, and other woody material, exclusive of stumps, which is created by the logging operation and remaining on the ground after logging. In areas where Contractor-created slash is intermingled and inseparable from pre-existing slash, slash disposal requirements shall apply to the pre-existing slash as well as the Contractor-created slash. Such areas are designated in the Contractor Slash Responsibility Table herein.

Slash created in the construction of Specified Roads shall not be considered as logging slash in this Section.

Unless otherwise agreed in writing, Contractor shall perform the following work described below and/or as shown on the Contract Area Map and/or Slash Disposal Map.

Forest Service and Contractor shall jointly develop a schedule for completion of slash treatment on the various portions of the Contract Area.

See Contractor's Slash Responsibility Table

K-G.7# - SLASH TREATMENT. (11/06)Contractor's Slash Responsibility Table

Description of Unit(s)	Type of Slash Disposal
All	Landing Cleanup
All	Fell Damaged Residual
All	Lop and Scatter
All	Whole Tree Yard

1. Landing Cleanup

A landing is considered a place where any logs or products are gathered for loading. Logs not meeting utilization standards accumulated at landings shall be decked. All slash accumulated at landings shall be piled except if the woody debris will be used for road closures.

Piles shall be reasonably compact and free of soil to facilitate burning. Piles will not be less than 10 feet in height. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. Piles shall be at least three times the pile height to residual trees.

2. Fell Damaged Residual and Advanced Regeneration

Contractor shall fell all species over 4 feet in height not meeting minimum diameter specifications for Included Timber that are damaged beyond recovery by the Contractor's Operations. Such trees shall be limbed to a stem diameter of approximately 3 inches, at which point the top shall be cut from the remainder of the stem. These stems shall be bucked into lengths shorter than 12 feet.

3. Scatter

Logging slash shall be scattered to reduce slash concentrations with slash being left within 18 inches of the ground and not in piles in all units.

4. Whole Tree Yard

Purchaser shall leave tops and limbs of felled trees attached to included timber and yard them to landings. Tops and limbs which are lost on the way to the landing site due to normal felling, skidding, and/or yarding operations are not required to be yarded.

K-G.7.2# - TEMPORARY ROAD CONSTRUCTION SLASH DISPOSAL (11/2006)

Slash treatment methods of Temporary Road slash shall be agreed to in writing prior to construction. Temporary Road slash shall be treated in accordance with the following:

- A. All timber within the road clearing limits which contains a product meeting the minimum piece specifications stated in A.2 shall be felled (not pushed over) and bucked in advance of road construction. All timber shall be felled within the clearing limits whenever it is feasible to do so.
- B. Timber within the clearing limits not meeting minimum piece specifications in A.2 and other debris from the clearing and grubbing operations more than 3 inches in diameter and 6 feet in length shall either be (a) utilized and removed from Contract Area, (b) burned within the right-of-way, (c) removed to designated locations shown on Contract Area Map for burying or later burning, (d) buried, (e) processed through a chipping machine, (f) scattered in such a manner as to avoid concentrations of slash and without damaging other trees or resource values, (g) windrowed (h) decked, or (i) a combination thereof.
- C. All material to be treated or disposed of shall be bucked into lengths not to exceed 6 feet before being piled or buried.
- D. If debris is to be burned, burning shall be complete and shall be done at such times and in a manner approved in writing by Forest Service. Residual construction slash from burning shall be buried, scattered or removed to agreed locations.
- E. Debris to be buried shall be placed in prepared holes, benches, or trenches at agreed locations and covered with not less than N/A feet of native soil or rock. Slash and debris may be buried in the roadway providing hauling can be supported and providing there is little probability or hazard of slope failure.
- F. If debris is to be chipped, the chips shall be spread over the surface of the ground in such a manner that their loose depth does not exceed 4 inches. Chips may be mixed with soil within roadway.
- G. Slash and debris may be scattered in those situations where the volume of slash or residual slash is relatively light and the adjacent stands of timber are sufficiently open to accommodate the scattering without damage.
- H. When slash is to be windrowed, the windrow area shall be cleared. Windrows shall be placed parallel to and along the embankment toe. Windrows shall not be placed against trees.
- I. If material is decked, logs not meeting Utilization Standards that are 5 inches or more in diameter shall be bucked into lengths not to exceed 16 feet and piled at agreed locations.

K-G.8.2.5# - SCALING AS PRESENTED (SALES BY LOAD COUNT) (01/2008)

Unless otherwise agreed to in writing, notwithstanding criteria in G.8.2, volume for all material will be paid for at rates listed in A4 on a predetermined conversion factor of 9.61 CCF Sawtimber (5 axle log truck); 14.72 CCF Sawtimber (truck and pup); 9.01 CCF misc-conv (5 axle log truck); 13.81 CCF misc-conv (truck and pup) CCF per load times the total loads counted.

Unless otherwise agreed to in writing, log trucks are restricted to a maximum gross vehicle weight of 80,000 (5 axle log truck) and 120,000 (truck and pup) pounds, as well as State limits for width and height.

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K-G.8.3# - PRODUCT ACCOUNTABILITY (11/2006)

The following requirements are applicable to Product Removal Permits:

1. Forest Service will issue to Contractor or designated representative(s) serially numbered Product Removal Permit books for use only on this sale. Product Removal Permit books, whether used or unused, shall be accountable property of Forest Service and shall be returned to issuing Ranger District in accordance with the instructions contained on the cover of each book. Each Product Removal Permit which is not returned will be considered a lost load and charged for as described in G.8.5 or G.8.5.1, as appropriate.

2. Contractor shall require all permits be filled out in ink, and otherwise completed, by an individual named in writing, showing the date loaded, sale brand, sale name, and destination where products will be unloaded. On the Load Permit, the month, day, and time the truck is loaded shall be punched out. Each permit will then be attached to the load in accordance with instructions on the inside cover of the Product Removal Permit book. Products will not be hauled from the Contract Area without the Load Permit attached to the load.

3. Before products are hauled, the truck driver must sign the Woods Permit in ink using legal signature.

4. Each load will have the last three digits of the load receipt number painted on both ends of three logs with red paint. All loads that consist of a truck and pup(s) must have the last three digits of the load receipt painted on both ends of three logs on all subunits of the combination.

K-G.9# - STEWARDSHIP PROJECTS (09/2004)

Performance of stewardship projects shall be in accordance with the following specifications.

Stewardship Projects

K-G.9# – STEWARDSHIP PROJECTS. (9/04)**Mandatory Item 1****Cutting of Non-Commercial Conifer**

This mandatory item, the non-commercial cutting of conifer is intended to take place in conjunction with the commercial harvest.

Silvicultural Goal and Desired Condition

The overall goal is to reduce conifer competition with aspen. This will help retain aspen clones on the landscape and in some cases, will assist with further recruitment of young aspen within the stands. Slash shall be treated as described below.

Summary Information Table

Unit No.	Range of Slopes	Tree Size	Avg. Leave Tree Spacing (ft)	Acceptable Stocking Density Trees/Acre	Maximum Slash Depth
1, 43, 44, 46	0-20%	All conifer 24 inches tall and greater to be cut	N/A	N/A	18 inches

A. Desirable leave tree characteristics are described, above, in Definitions section.

- a. Leave Tree Selection – Leave live conifer less than 2 foot in height and do NOT cut any aspen or limber pine.

B. For all cut trees: 6.0 inches above ground level or 6.0 inches above natural obstacles with an angle of less than 30 degrees from horizontal. All live limbs below the cutting point shall be removed.

C. No slash or cut material shall lean against an uncut tree, stump, log or any obstacle. It shall be secure and not able to roll down the hill.

D. All trails indicated on the Contract Area Map and all open roads within or adjacent to a unit shall be kept free of slash at all times.

E. The following improvement and developments shall be free from contractor generated slash:

- a. Any area adjacent to cut and fill slopes and ditches for a distance of 15 feet measured from the upper cut slope and the lower shoulder of the road.
- b. Culverts and channels for a distance of 15 feet.
- c. Improvements such as Forest Service trails and roads, telephone lines, stock driveways, fence lines, and established land corners.
- d. Stream courses identified on Contract Area Map.

F. Any slash left on site shall be lopped and scattered to no higher than 18 inches above the ground.

Optional Item 2**Cutting of Non-Commercial Conifer**

This mandatory item, the non-commercial cutting of conifer is intended to take place in conjunction with the commercial harvest.

Silvicultural Goal and Desired Condition

The overall goal is to reduce conifer competition with aspen. This will help retain aspen clones on the landscape and in some cases, will assist with further recruitment of young aspen within the stands. Slash shall be treated as described below.

Summary Information Table

Unit No.	Range of Slopes	Tree Size	Avg. Leave Tree Spacing (ft)	Acceptable Stocking Density Trees/Acre	Maximum Slash Depth
42, 45, 47, 49	0-20%	All conifer 24 inches tall and greater to be cut	N/A	N/A	18 inches

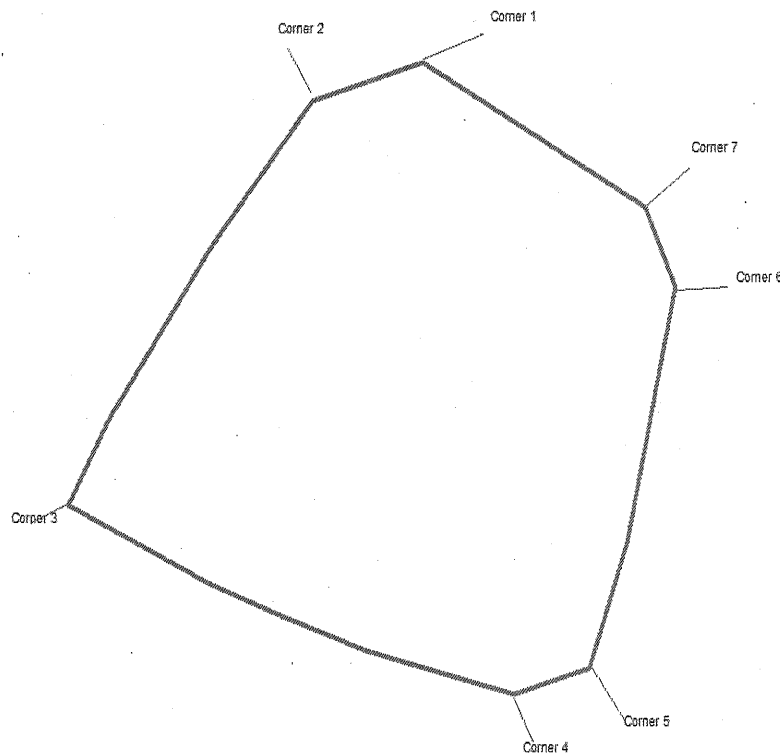
- A. Desirable leave tree characteristics are described, above, in Definitions section.
 - a. Leave Tree Selection – Leave live conifer less than 2 foot in height and do NOT cut any aspen or limber pine.
- B. For all cut trees: 6.0 inches above ground level or 6.0 inches above natural obstacles with an angle of less than 30 degrees from horizontal. All live limbs below the cutting point shall be removed.
- C. No slash or cut material shall lean against an uncut tree, stump, log or any obstacle. It shall be secure and not able to roll down the hill.
- D. All trails indicated on the Contract Area Map and all open roads within or adjacent to a unit shall be kept free of slash at all times.
- E. The following improvement and developments shall be free from contractor generated slash:
 - a. Any area adjacent to cut and fill slopes and ditches for a distance of 15 feet measured from the upper cut slope and the lower shoulder of the road.
 - b. Culverts and channels for a distance of 15 feet.
 - c. Improvements such as Forest Service trails and roads, telephone lines, stock driveways, fence lines, and established land corners.
 - d. Stream courses identified on Contract Area Map.
- F. Any slash left on site shall be lopped and scattered to no higher than 18 inches above the ground.

Optional Item 3

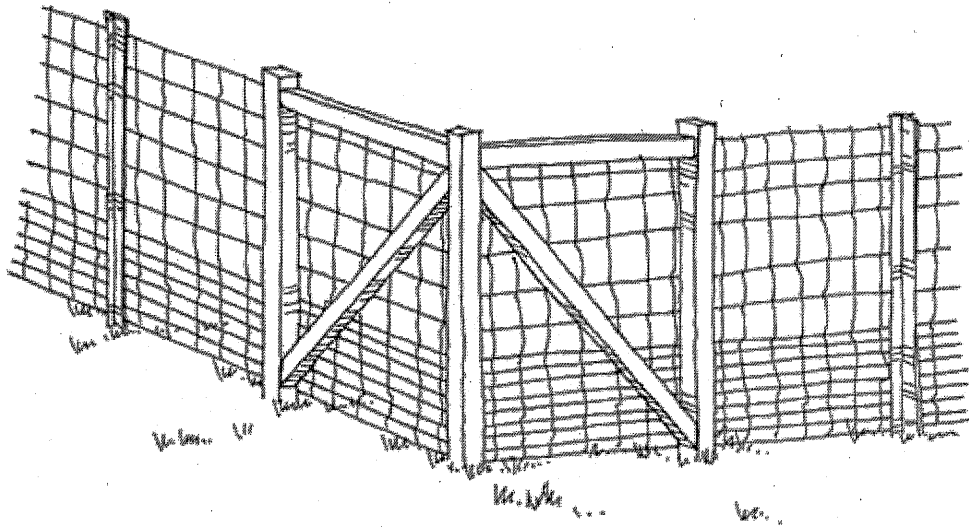
Ungulate Fence Construction

The goal of the ungulate fence is to decrease browse pressure on newly regenerated aspen clones. This fence is to be constructed around Harvest Unit 1 of the Poison Stewardship Project. Specifications for the fence are as follows:

- A. Fence must be 8 feet in height.
- B. A minimum 8 inches diameter pressure treated post will be used. Spacing between posts will be no greater than 12 feet.
- C. Posts will be buried to a minimum depth of 4 foot.
- D. Fence construction should follow one of two ways:
 - a. Constructed with a bottom course of 47-inch high woven wire, a top course of 26-inch high woven wire and two strands of smooth wire above the woven wire (evenly spaced).
 - OR
 - b. Can be solid woven wire as long as it meets the 8 feet height requirement. The bottom course should be a 6 to 8-inch mesh less than 6-inch may be a barrier to non-target species.
- E. Seven total braces are planned for the fence and fence design is planned according to the following diagram and is represented on the stewardship items map (will be staked by Forest Service):



F. Braces should be constructed at corners as seen in following image:



Optional Item 4

Piling Slash

- A. Within Unit 1, Contractor shall either pile by hand or machine all contractor generated slash and 80% of pre-existing slash up to **24 inches** in diameter at the large end, having a minimum length of **6 feet**. The end result is to reduce the ground fuels in the unit to provide more sunlight to the ground in order to facilitate further aspen regeneration.
- B. To minimize damage to residual trees and maximize consumption when burned, slash piles should be constructed as follows:

a. **Slash skidded to landings:**

All slash accumulated at landings shall be removed from the National Forest or piled. Piles shall be reasonably compact and free of soil to facilitate burning. Piles will not be less than **10 feet** in height. Piles shall be of a size and location which will not impair road use or result in damage to residual timber or improvements. Generally, the distance from residual trees or improvement will need to be at least 3 times the pile height.

b. **Slash piled in the units:**

- i. Piles shall be no larger than **10 foot** wide by **10 foot** long by **10 foot** high.
- ii. Piles shall be no smaller than **5 foot** wide by **5 foot** long by **5 foot** high.
- iii. Generally, the distance from the pile to a residual tree or improvement will need to be at least 3 times the pile height.
- iv. If conditions make it impractical to locate piles so that damage to residual green trees and improvements cannot be avoided, an area designated by the Forest Service will be cleared and used as a piling area.
- v. Material to be piled shall be cut into sections not longer than 6 feet.
- vi. Limbs with foliage and fine fuels less than 1/4 inches diameter shall make up at least 1/3 of the pile. Fine materials should be placed in the lower portion of the pile with heavier fuels on top.

- vii. Branches and limbs shall be piled parallel to each other and perpendicular to the contour of the slope to prevent rolling of material.
- viii. To maximize consumption, ends of piled slash will be trimmed even and placed in piles.

Optional Item 5

Pre-Commercial Thinning

Silvicultural Goal and Desired Condition

Contractor shall cut non-commercial trees in units 3, 4, 5 as shown on the Contract Area Map according to specifications described in the Summary Information Table below. The overall goal is to attain a healthy, vigorous forested stand. Desirable Leave trees are described in Definitions and below. Trees will be spaced as described in the table below.

Summary Information Table

Unit No.	Range of Slopes	Tree Size	Avg. Leave Tree Spacing (feet)	Acceptable Stocking Density Trees/Acre	Maximum Slash Depth
3, 4, 5	0-10%	24 inches tall to 4.9 inches DBH	15 x 15	194	18 inches

▪ Leave Tree Selection:

A. Desirable leave tree characteristics are described, above, in Definitions section.

- a. Leave Tree Selection - Live conifer trees as displayed in above table under tree size shall be cut unless they qualify as a desirable leave tree and are needed to maintain the specified average spacing intervals.

B. Slash Treatment

- a. All cut trees and limbs over 15 feet in length and in excess of 3 inches in diameter shall be cut into a maximum of 6-foot lengths from the butt end and a maximum of 15 –foot lengths for the remainder of the tree.
- b. Limbs larger than 1 inch in diameter, 1 inch from the truck shall be cut from the trunk of felled trees to achieve slash depth. Slash depth shall not exceed 24 inches from ground line to the top limbs.
- c. All cut trees shall be directionally felled away from unit boundaries, Kettle ponds, roads, telephone lines, established trails, stock driveways, fence lines, established land corners, and Streamcourses.
- d. All thinning slash shall be placed on or near the ground surface so that it will not lean against or be suspended by an uncut tree.

C. Species Preference: The order of preference by species for leave trees is 1) Lodgepole Pine, 2) Engelmann Spruce, 3) Limber Pine, 4) Douglas-fir, and 5) Subalpine fir.

D. Trees to be ignored (not to be cut): All hardwood species and conifer greater than the size limits in the table above shall not be cut, or considered in spacing requirements.

E. Maximum stump height:

- a. For all cut trees: 6.0 inches above ground level or 6.0 inches above natural obstacles with an angle of less than 30 degrees from horizontal. All live limbs below the cutting point shall be removed.

K-H.2 - FIRE PRECAUTIONS (11/2006)

1. Smoking and Lunch Fires. Smoking is prohibited except inside a building, developed recreation site, vehicle, or while seated in an area of at least three feet in diameter that is barren or cleared of all flammable materials. 36 CFR 261.52(d).

The building of camp, lunch, warming and other fires within the sale area and vicinity is prohibited, except at established camps or at other safe places where all flammable material has been cleared away sufficiently to prevent the start and spread of wildfires. Forest Service may, upon written request of contractor, designate specific places where campfires may be build for purposes of heating lunches.

2. Spark Arrester and Mufflers. Notwithstanding B7.2, operating or using any internal combustion engine, on any timber, brush, or grass covered land, including trails and roads traversing such land, without a spark arrester, maintained in effective working order, meeting either (I) Department of Agriculture, Forest Service standard 5100, "SPARK ARRESTERS FOR INTERNAL COMBUSTION ENGINES," (current edition); or (II) the Society of Automotive Engineers (SAE) recommended Practices J335, "MULTIPOSITION SMALL ENGINE EXHAUST SYSTEM FIRE IGNITION SUPPRESSION," (current revision) and J350, 36 CFR 261.52(j), is prohibited.

Passenger carrying vehicles, pickups, medium and large highway trucks (80,000 GVW) will be equipped with a factory designed muffler system which is specified for the make and model of the respective vehicle/truck or with a muffler system that is equivalent or that exceeds factory specifications.

Exhaust systems shall be properly installed and continually maintained in serviceable condition.

3. Fire Extinguishers and Tools on Equipment. While in use, each internal combustion engine including tractors, trucks, yarders, loaders, welders, generators, stationary engines, or comparable powered equipment shall be provided with at least the following:

(a) One fire extinguisher, at least 5#ABC with an Underwriters Laboratory (UL) rating of 3A-40BC, or greater.

(b) One shovel, sharp, size 0 or larger, round-pointed with an overall length of at least 48 inches.

(c) One axe, sharp, double bit 3-1/2#, or one sharp pulaski. Extinguishers, shovels, axes, and pulaskis shall be mounted so as to be readily available from the ground. All tools shall be maintained a serviceable condition.

4. Power Saws. Each gasoline engine power saw shall be provided with one chemical-pressurized fire extinguisher of not less than 8-ounce capacity by weight, and one size 0 or larger, round-pointed shovel with an overall length of at least 48 inches. The extinguisher and shovel shall be maintained in good working order. The extinguisher shall be with the power saw operator and immediately available for use at all times. The extinguisher shall not be affixed to the saw. The shovel shall be readily available to the operator of the saw at all times. Having the shovel with the gas can used to refuel the saw may be considered "readily available" if not more than 200 feet from the saw. During periods of critical fire danger, Forest Service may prescribe other precautionary measures.

Any fueling or refueling of a power saw shall be done in area which has first been cleared of material which will carry fire. The power saw shall be moved at least 10 feet from the place of fueling or refueling before starting.

5. Blasting and Welding. The use of fuses in blasting shall not be permitted except near power lines where the danger of accidental detonation is present, and then only by special written permission of Forest Service. Whenever the relative humidity falls below 50 percent, Contractor shall place a watchman at each point where blasting is done who shall remain on duty for at least one hour after blasting is finished, and who shall be equipped with shovel and a water-filled backpack can equipped with a hand pump. During periods

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when the relative humidity falls below 20 percent, blasting shall be discontinued unless authorized, with special provisions, in writing by Forest Service. Blasting shall not be permitted in any area not cleared to mineral soil without advance written approval of Forest Service and with such special precautions as may be required.

Prima Cord shall not be used in clearing operations, and in other areas where timber has been felled and slash not burned.

Unless otherwise directed in writing by Forest Service, all flammable material shall be cleared for 10 feet around any piece of equipment being welded. In addition, Contractor shall provide a fire extinguisher of a size and type designed to extinguish a fire in the flammable materials surrounding the spot being welded.

In order to determine the relative humidity, Contractor shall either (a) provide and maintain weather instruments, that will measure relative humidity, in the area where blasting will occur; or (b) provide communications to obtain weather data from Forest Service.

Explosives shall be stored at all times in a locked box marked "Explosives". Powder and blasting caps shall be stored in separate boxes.

6. Storage of Flammables. Gasoline, oil, grease and other highly flammable material shall be stored either in a separate building, or at a site where all debris is cleared within a radius of 25 feet. Storage buildings or sites shall be a minimum distance of 50 feet from other structures. Storage buildings shall be adequately posted to warn of the flammables and to prohibit smoking in or around the building.

7. Camp Fire Protection. The grounds around all trailers, buildings, other facilities constructed or placed on or near Sale Area under B6.2 shall be kept free of flammable material for a distance of at least 20 feet from the wall of such structure. Burning of such flammable material shall be as prescribed by Forest Service in writing.

Stovepipes of all wood burning stoves shall be equipped with suitable roof jacks and serviceable spark arresters. Stovepipes shall be no closer than 2 feet from any wood or other flammables unless adequately protected from by metal or asbestos shields.

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K-I.2.1.2 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A.20. Contractor will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Contractor's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Contractor's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

- (i) The contract was awarded after December 31, 2006; and
- (ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Contractor's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

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K-I.6.8# (Option 1) - USE OF TIMBER (09/2004)

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).

(b) Except for N/A determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Contractor or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Contractor shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Contractor or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Contractor shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Contractor and another party, Contractor shall furnish to Forest Service a copy of each such agreement. Contractor shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this Section, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Section, Forest Service will not be liable for any Claim submitted by Contractor relating to the termination.